

the deductions, and the costs of the action, and the money is to be paid out to the plaintiff upon execution and delivery to the defendant's solicitor of a proper conveyance or transfer of the land. A. G. Murray, for the plaintiff. C. R. Fitch, for the defendant.

GARRISON v. EASTWOOD—LENNOX, J.—DEC. 17.

Slander—Action for, Tried without Jury—No Actual Damage Sustained—Small Sum Assessed as Damages—Lump Sum Allowed for Costs.—An action for slander, tried without a jury at Kenora. LENNOX, J., in a written judgment, said that slander actions as a rule are not to be encouraged; and this action did not come within the range of exceptional instances in which the party defamed is compelled to come into Court to vindicate his character and to refute widely published and necessarily injurious slanders. In this case the slander was published only to one man, and he knew that the charge made against the plaintiff was unfounded, and said so. On the other hand, the allegation of theft certainly involved the imputation of serious wrongdoing, and the offence was greatly aggravated by the defendant's refusal to withdraw the charge and apologise when the plaintiff requested him to do so. No actual damage was sustained, and the defendant had already been punished in some degree by payment of costs of an adjournment—unnecessarily and improperly asked. His solicitor had waived trial by jury, and the defendant should have stood by it. The plaintiff said, very reasonably, that he did not want to make a profit out of the action. There should be judgment for the plaintiff for \$25 damages, with costs—inclusive of the costs of adjournment—fixed at \$100. J. F. MacGillivray, K.C., for the plaintiff. J. A. Kinney, for the defendant.